DOCUMENT RESUME

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TITLE	Agreement by and between the County of Rensselaer and the Board of Trustees of Hudson Valley Community College as Co-Employers and the Hudson Valley Community College Unit of Local 842 Civil Service Employees Association, Inc., Local 1000, AFSCME/AFL-CIO.
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ABSTRACT

The document is comprised of articles of agreement and addenda by and between the County of Rensselaer and the Board of Trustees of Hudson Valley Community College as co-employers and the College Unit of Local 842 Civil Service Employees Association, Inc. ("union"). The articles address topics such as affirmative action, recognition and rights of the union, dues and other deductions, part-time/academic year/temporary employees, wages, work day/work week, leaves, voluntary termination, retirement, and/or dismissal, evaluation, probation, tenure, lay-off and recall, insurance, miscellaneous provisions, amendments and modifications of agreement, grievance procedure, and terms of agreement. The employer recognizes the union as the exclusive representative of the employees in the bargaining unit for the purpose of negotiations regarding wages, hours and other terms and conditions of employment; in resolution of grievances; and for all other purposes pursuant to the laws of the State of New York. The employer and union agree to adhere to and support the provisions of the college's Affirmative Action and Title IX Programs. Definitions are provided for different categories of employees, including part-time, academic year, and temporary or contingent permanent employees. Details are also provided of employee benefits and insurance plans. (JA)

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1

AGREEMENT

DATED:
EFFECTIVE: SEPTEMBER 1, 1997
TERM: SEPTEMBER 1, 1997 THROUGH AUGUST 31, 2000

by and between

the
County of Rensselaer
(herein referred to as the "County")

and

THE BOARD OF TRUSTEES
of
HUDSON VALLEY COMMUNITY COLLEGE
(herein referred to as the "College")

as CO-EMPLOYERS

and the
HUDSON VALLEY COMMUNITY COLLEGE UNIT OF LOCAL 842
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME/AFL-CIO
(hereinafter referred to as the "Union")

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TABLE OF CONTENTS

ARTICLE I - REQUIREMENT OF LEGISLATIVE ACTION

ARTICLE II - SAVINGS CLAUSE

ARTICLE III - MANAGEMENT RIGHTS

ARTICLE IV - PAST PRACTICES

ARTICLE V
A. EQUAL APPLICATION;
B. AFFIRMATIVE ACTION AND TITLE IX

ARTICLE VI
A. RECOGNITION AND RIGHTS OF THE UNION
B. DUES AND OTHER DEDUCTIONS
C. AGENCY SHOP

ARTICLE VII
A. PART-TIME EMPLOYEES
A. ACADEMIC YEAR EMPLOYEES
C. TEMPORARY OR CONTINGENT PERMANENT EMPLOYEES

ARTICLE VIII
A. SALARY INCREASES
B. ENTRY LEVEL SALARIES
C. SHIFT DIFFERENTIAL
D. PROMOTIONAL APPOINTMENTS
E. DEMOTIONS
F. RETURN TO FORMER POSITION
G. VOLUNTARY TRANSFER TO POSITIONS HAVING LOWER ENTRY LEVEL SALARIES
H. OVERTIME
I. JOB OPENINGS

ARTICLE IX
A. NORMAL WORK SCHEDULE
B. SUMMER HOURS
C. OUT-OF-TITLE WORK
D. CHANGES IN WORK SCHEDULE
E. CALL-IN
F. REST PERIOD

ARTICLE X
A. ANNUAL LEAVE
B. SICK LEAVE
C. SICK LEAVE AT HALF PAY
D. PERSONAL LEAVE
E. UNION LEAVE

F. HOLIDAYS
G. EMERGENCY CLOSINGS
H. JURY AND COURT APPEARANCES
I. BEREAVEMENT LEAVE
J. LEAVE WITHOUT PAY
K. MILITARY LEAVE

ARTICLE XI
A. BOLUNTARY TERMINATION (RESIGNATION)
B. RETIREMENT
C. DISMISSAL

ARTICLE XII - EVALUATION

ARTICLE XIII
A. PROBATIONARY PERIOD
B. TERMINATION AT THE CONCLUSION OF INITIAL PROBATIONARY PERIOD
C. TENURE
D. LAY-OFF AND RECALL

ARTICLE XIV
A - C. MAINTENANCE OF PROGRAMS
D. EMPLOYER'S CONTRIBUTION TO PREMIUM COST OF HEALTH INSURANCE
E. PREMIUM INCREASES IN DEPENDENT COVERAGE
F. PREMIUM CONTRIBUTIONS, CAPTIAL COMMUNITY HEALTH PLAN
G. PARTICIPATION
H. PROGRAM

ARTICLE XV
A. COPIES OF AGREEMENT
B. BARGAINING UNIT PAYROLL
C. LABOR/MANAGEMENT MEETING
D. EMPLOYEE PERSONNEL FILES
E. TUITION WAIVER
F. WORKER'S COMPENSATION
G. ATTENDANCE AT COLLEGE-SPONSORED EVENTS
H. VOLUNTEER FIREMAN/RESCUE MEMBERS

ARTICLE XVI - AMENDMENTS AND MODIFICATIONS OF AGREEMENT

ARTICLE XVII - GRIEVANCE PROCEDURE
A. PROCEDURE
B. WORK LOCATION REPRESENTATIVES

ARTICLE XVIII - TERM AGREEMENT

ADDENDUM I - CONFIDENTIAL EMPLOYEES
ADDENDUM II - SALARY WAGE RATE AND LONGEVITY INCREASES
ADDENDUM III - BARGAINING UNITY TITELS AND ENTRY LEVAL SALARIES/WAGES

ADDENDUM IV - CLOTHING ALLOWANCE
ADDENDUM V - ANNUAL LEAVE (VACATION) ACCRUALS EXPRESSED IN HOURS AND DAYS
ADDENDUM VI - EMERGENCY CLOSING PROCEDURES
ADDENDUM VII - GRIEVANCE PROCEDURE
ADDENDUM VIII - INSURANCE
ADDENDUM IX - SHIFT DIFFERENTIAL - BUILDING MAINTENANCE WORKERS

ARTICLE I
REQUIREMENT OF LEGISLATIVE ACTION

It is Agreed By And Between The Parties That Any Provision Of This Agreement Requiring Legislative Action To Permit Its Implementation By Amendment Of Law Or By Providing The Additional Funds Therefor, Shall Not becomeEffective Until the Appropriate Legislative Body Has Given Approval.

ARTICLE II
SAVINGS CLAUSE

In the event that any article, section or portion of this Agreement is found to be invalid by a decision of tribunal of competent jurisdiction, then such article, section, or portion specified in such decision or having such effect shall be of no force and effect; the remainder of the agreement, however, shall continue in full force and effect. Upon issuance of such a decision, either party shall, within thirty (30) days thereof, have the right to reopen the negotiations with respect to a substitute for the article, section, or portion of the Agreement found to be invalid.

ARTICLE III
MANAGEMENT RIGHTS

Except as limited by the specific and expressed terms of this Agreement and applicable statutes, the County of Rensselaer and the Hudson Valley Community College Board of Trustees hereby retain and reserve unto themselves, all rights, power, authority, duties and responsibilities conferred and invested in them by laws and the Constitution of the State at New York and/or the United States; the right to adopt: rules, regulations and policies, along with the customary right; to hire, direct, promote, suspend, discipline and terminate employs and to otherwise take whatever actions are necessary to carry out: the mission at the employer.

ARTICLE IV
PAST PRACTICES

This agreement supersedes all prior agreements and past practices relative to all matters herein contained. All past practices, duties and responsibilities, if any, relative to matters not subject of this agreement, affecting terms and conditions of employment, shall remain in full force and effect.

ARTICLE V
NON-DISCRIMINATORY APPLICATION. AFFIRMATIVE ACTION

A. EQUAL APPLICATION

The provisions of this agreement shall be applied equally to all employees eligible for membership in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin, political affiliation or handicapping condition. The Union shall share equally with the College in the responsibility of implementing this provision of the Agreement.

B. AFFIRMATIVE ACTION AND TITLE IX

The Employer and Union agree to adhere to and support the provisions of the College's Affirmative Action and Title IX Programs.

ARTICLE VI
RECOGNITION, RIGHTS OF THE UNION, DUES AND OTHER DEDUCTIONS. AND AGENCY SHOP

A. RECOGNITION AND RIGHTS OF THE UNION

The Public Employment Relations Board of the State of New York has duly determined the Union to be the exclusive representative of all full-time and regularly scheduled part-time employees in a bargaining unit comprised of persons employed by the employer in those titles set forth in Exhibit III hereto; excluding, however, persons employed in those positions as set forth in Exhibit I annexed which are managerial and/or confidential in nature. The employer, therefore, recognizes the Union as the exclusive representative of the employees in the bargaining unit for the purpose of negotiations regarding wages, hours and other terms and conditions of employment; in the resolution of grievances; and for all other purposes pursuant to the laws of the State of New York. Such recognition shall continue for the maximum period allowed by law on the date of execution of this agreement. The employer recognizes the right of the Union to designate its own representative(s) to appear before the employer to effect the aforesaid representation.

B. DUES AND OTHER DEDUCTIONS

1. Pursuant to plans certified by the Union and as any member thereof shall individually and voluntarily authorize ii writing on forms prescribed by the Union, the employer shall, on a bi-weekly pay period basis, deduct from the wages of the employee in the bargaining unit the regular Union membership dues and remit the same to the civil Service Employees Association, Inc. at 143 Washington Avenue., Albany, N.Y. 12221 or such other location as the Union may designate. Dues deductions may only be canceled by instrument in writing and the employer shall promptly notify the Union of the receipt of any such revocation notices.

2. The employer shall continue all other deductions as heretofore authorized and shall make such additional deductions as may hereafter be mutually agreed upon.

C. AGENCY SHOP

1. Membership in the Union shall not be a condition of employment or a preference in the continuance of employment. Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal or penalty on the part of the Union or the employer.

2. The Union shall be entitled to the benefit of the Agency Shop Legislation enacted by the Legislature of the State of New York as the same now exists or may hereafter be amended, upon attainment of membership equal to seventy percent (70%) of the employees eligible for membership in the bargaining unit excluding those employees holding probationary appointments, and for such period of time as the Union maintains said percentage membership and upon compliance with the terms and provisions of such legislation. Percentage tabulation shall be conducted annually and shall be predicated on Union membership roles as of December 31.

3. Should the Union comply with the provisions of Section C-2 of this Article, the employer shall, by bi-weekly payroll deductions, deduct from the salaries of employees in the bargaining unit who are not members of the Union a fee equal to the annual dues of bargaining unit members and remit the same to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12221.

ARTICLE VII
PART-TIME / ACADEMIC YEAR / TEMPORARY EMPLOYEES

A. PART-TIME EMPLOYEES

1. Part-time employees covered by this agreement are those persons regularly scheduled to work eighteen and one-half (18 1/2) or more hours per week if employed in a department or administrative unit where full-time employees have a thirty-seven and one-half (37 1/2) hour work week; or twenty or more hours per week if employed in a department or administrative unit where full-time employees have a forty (40) hour work week.

2. Part-time employees shall receive the pro rata equivalent of all benefits provided permanent full-time employees for which said part-time employees qualify and shall be accorded all scheduled holidays as set forth in Article X, Section F hereof where such holidays fall on days they are regularly scheduled to work. Eligibility for health insurance programs is attained by an employee regularly scheduled to work twenty (20) hours per week.

B. ACADEMIC YEAR EMPLOYEES

1. Academic year employees are full-time employees having ten-month work year obligations as follows:

a.Clerical employees having ten-month work year obligations, exclusive of holidays, shall have a 214 work day obligation which, normally, will be discharged between the second Monday in August and the third Friday in June. Such employees will accrue annual leave and

sick leave each pay period according to their regularly scheduled work week pursuant to Article X, Sections A and B hereof. Additionally, such employees, within their ten-month work year obligation, will be accorded personal leave in accordance with the length of their normal work week as follows:

Length of Normal Work Week	Annual Personal Leave Allotment
37.5 hours	40.0 hours
31 hours	33 hours

b. Other academic year employees having ten-month work year obligation (e.g. laboratory assistants, photographers), television center supervisor, graphic illustrator(s), and electrical technicians, etc.) will be credited annually with forty-two (42) days of non-accruable vacation, twelve and one-half (12 1/2) days of sick leave and five (5) days of personal leave. In their first year of employment, leave allocations will be pro-rated for persons employed by the employer where the effective date of their employment is subsequent to September 1st. Vacation schedules will be subject to and consistent with class schedules and departmental needs and employees will be notified of their tentative schedule no later than November 1 of the academic year. However, the forty-two (42) days of non-accruable vacation leave shall not be diminished due to departmental needs.

c. Academic year employees in this category ("b") who terminate their employment with the employer prior to the end of the fiscal year (August 31) and who have not liquidated the appropriate pro rata share of their forty-two (42) vacation day allocation between September 1st and the last day of their employment shall be paid at their regular salary rate for the pro rata share of vacation days to which they are entitled. Conversely, such employees who terminate their employment prior to the end of the fiscal year (August 31) who have taken either their forty-two (42) day quota of vacation days or have taken an excessive number of vacation days based on the number of days they have worked between September 1st and their final day of employment, shall have deducted from their final salary check the dollar amount equal to the number of excess vacation days taken based on services rendered between September 1st and their final day of employment. Should the amount owed the College be in excess of the terminating employee's final salary check, such employee must repay to the employer the amount of money owed to the College for excess vacation days taken.

2. Academic year employees shall be entitled to participate in the employer's health insurance programs on a twelve-month basis.

C. TEMPORARY OR CONTINGENT PERMANENT EMPLOYEES

Temporary or contingent permanent employees are persons employed by the employer for an anticipated duration of six (6) months or less (e.g. positions funded by grants; positions needed to accomplish specific tasks such as those associated with student registration periods, graduation and/or summer work assignments). Such persons shall not be eligible for annual leave, sick leave, personal leave, holidays or health insurance (in accordance with health insurance regulations), nor shall their termination be subject to the grievance procedure.

Employees who are employed for an anticipated employment duration of six (6) months or more shall receive the benefits excluded in paragraph 1 of this section.

The CSEA Unit President shall be notified of all temporary and contingent permanent staff and expected duration of such appointments at the time of such hiring.

ARTICLE VIII
WAGES

A. SALARY INCREASES

For the term of this Agreement, bargaining unit members shall be accorded salary increases as set forth in Exhibit II hereto.

B. ENTRY LEVEL SALARIES

Persons employed effective and subsequent to the effective date of this Agreement shall be compensated at no less than the minimum salary or hourly wage rate for their position classification as set forth in Exhibit III hereto.

C. SHIFT DIFFERENTIAL

1. Custodial workers assigned to either the second shift (3:30 p.m. - 12 Midnight), the third shift (5:00 p.m. -1:30 a.m.),
or the fourth shift (9:30 p.m. - 6:00 a.m.) shall be paid, in addition to their basic hourly wages, shift differentials as follows:
Second Shift—fifty-eight cents ($.58) per hour Third Shift—sixty-four cents ($.64) per hour
Fourth Shift—seventy cents ($.70) per hour.

2. Custodial workers who are reassigned to a shift with a smaller differential shall continue to be paid the shift differential they were receiving prior to such reassignment.

3. Custodial Workers assigned to the fourth, third or second shift who request transfers (bid) to the third, second or first shifts, where such requests are approved, shall be paid the shift differential applicable to the third, second shift or shall forfeit all shift differential compensation upon transfer to the first shift, whichever shall be appropriate.

4. All Custodial Workers shall be compensated shift differential (second, third and fourth shifts) during vacation periods.

5. Exhibit IX contains the shift differential applicable to Building Maintenance Workers.

D. PROMOTIONAL APPOINTMENTS

Employees in the employ of the Employer, appointed to positions having higher entry level

salaries or having higher minimum hourly wage rates than the position held prior to such appointment, upon appointment shall:

1. If full-time or part-time salaried, be compensated at the entry level salary rate for the position to which appointed or the salary of the position from which promoted plus the difference between the entry level salary of both positions, whichever shall be greater;

2. If full-time or part-time hourly, be compensated at the minimum hourly rate for the position to which appointed or receive an increase in wages equal to the difference between the minimum hourly wage of both positions, whichever shall be the greater.

E. DEMOTIONS

1. Demotion Within Appointment Classification (Salary Reduction)

Employees who, after completion of the appropriate review procedures or waiver thereof, are demoted without change in their job title shall, if full-time salaried: 1) be compensated at the entry level salary rate for their position; or 2) shall have their salary reduced by $500 whichever shall be the lesser. If hourly paid, shall 1) be compensated at the minimum hourly wage for their position; or 2) shall have their wage rate reduced by $ .24, whichever, shall be the lesser.

2. Demotion to Lower Appointment Classification

An employee who, after completion of the appropriate review procedures or the waiver thereof, is demoted to a position having a lower entry level salary or hourly wage rate than that of the position held prior to such action shall, upon action, be compensated at a salary/wage rate determined by subtracting the difference between the entry level salary/wage of position held prior to demotion and the position to which demoted from the salary/wage rate being paid to the employee immediately prior to demotion and the position to which demoted from the salary/wage rate being paid to the employee immediately prior to the effective date of demotion. In no event, however, shall the demoted employee receive a salary/wage rate that is less than the minimum salary/wage rate for the position to which demoted.

3. Reclassification

No employee shall suffer a reduction in salary as a result of his/her position being reclassified by the employer or by the Rensselaer County Civil Service Commission.

F. RETURN TO FORMER POSITION

An employee holding a permanent appointment who is probationally promoted to a position having a higher entry level salary than that of the position permanently held and who fails to successfully complete -the probationary period, upon return to his/her permanent position, shall be paid a salary equal to that which he/she would have received had he/she not received

the probationary appointment.

G. VOLUNTARY TRANSFER TO POSITIONS HAVING LOWER ENTRY LEVEL SALARIES

When an employee applies for and is appointed to a bargaining unit position having a lower entry level salary than that of the position held by the employee prior to such appointment, the salary of said employee, upon such appointment, shall be determined by subtracting the difference between the entry level salaries of the two positions from the salary being paid to the employee immediately prior to the effective date of said appointment.

H. OVERTIME

1. Overtime at the rate of time and one-half (1 1/2) will be paid for authorized work (1) performed in excess of thirty-seven and one-half (37 1/2) hours per week for employees scheduled to work thirty-seven and one-half (37 1/2) hours per week; (2) in excess of forty (40) hours per week for employees regularly scheduled to work forty (40) hours per week; and, (3) in excess of forty (40) hours for all other employees. For the purpose of determining overtime after thirty-seven and one-half (37 1/2) and forty (40) hours respectively, any form of authorized compensated leave, except administrative leave, shall count as time worked.

2. In lieu of overtime compensation as described in paragraph 1 of this section, employees may take compensatory time at the rate of time and one-half (1 1/2) for overtime worked. Employees wishing to take compensatory time shall so indicate on their time cards or records of attendance submitted for the pay period in which the overtime was worked and shall take such time as may be mutually agreed upon with their supervisor within ninety (90) days of the date such time is earned. The use of compensatory time or pay for overtime shall be at the discretion of the employee.

I. JOB OPENINGS

1. Except in emergency situations, all positions shall be posted for five (5) working days prior to being filled.

2. A copy of all postings shall be sent to the Unit President at the time of the vacancy being posted.

3. The College shall make every effort to have postings displayed at all time clocks. The official listing of posting locations on campus is maintained in the Office of Human Resources.

ARTICLE IX
WORK DAY / WORK WEEK

A. NORMAL WORK SCHEDULES

1. The normal work day and work week for full-time bargaining unit members shall be as follows:

Employee Category	Length of Work Day	Length of Work Week
Physical Plant	8-hours (1,2)	40.0 hours
Security	8.0 hours (4,6)	40.0 hours
All others	7.5 hours (5)	37.5 hours

(1)Exclusive of 30 minute unpaid lunch break for employees on the day shift.
(2)Exclusive of 30 minute unpaid lunch break for employees working the evening and night shifts.
(3)Includes the Senior Clerk assigned to the Public Safety Office
(4)Includes a 20 minute lunch break restricted to the general campus within communications distance of the Security Office.
(5)Exclusive of a one-hour unpaid lunch break for employees on the day shift.
(6)The full-time Security weekend assignment shall be three (3) work days of eight (8) hours, sixteen (16) hours and sixteen (16) hours.

2. Employees working less than full-time but in excess of four (4) hours in any day shall have a one-half (1/2) hour unpaid lunch break.

B. SUMMER HOURS

Excluding campus security officers, physical plant (custodial, grounds and maintenance) personnel and employees working less than 37.5 hours per week, summer hours will be in effect beginning the Monday next following Memorial Day for a period of ten (10) weeks in accordance with the administrative calendar. During the period of summer hours, the lunch period for affected personnel will be reduced to one-half (1/2) hour so as to provide for a seven (7) hour work day. During the period of summer hours, regular full-time hourly paid employees shall be compensated for a regular work day if they work a full summer day; otherwise, they will be compensated at their regular rate for hours actually worked. Vacation and sick leave accruals will not be reduced during the period of summer hours; however, time taken for such leaves must be charged in accordance with the regular work day as described in Section A of this Article. Employees excluded herefrom shall be granted two (2) work days (15 or 16 hours) off during said ten (10) week period.

Subject to approval of the immediate supervisor, such two (2) additional summer days requested by the first Monday in April may be approved for use from the beginning of the summer hours period through November 30. Requests submitted by the first Monday in April shall be approved based on seniority where more than one employee requests the use of the same such summer day(s). Requests submitted after the first Monday in April will be on a first come, first serve basis subject to supervisory approval.

C. OUT-OF-TITLE WORK

In general, employees will not be assigned to work assignments outside of their employment

classification. If, however, such assignments are made, the following shall apply:

1. The assignments shall be in writing.

2. If an employee is temporarily assigned to a position having a lower entry level salary or wage rate than that of the position to which the employee is permanently assigned, no reduction in pay shall be affected.

3. If a fully qualified employee is temporarily assigned to a position having a higher entry level salary or wage rate than the position to which the employee is permanently assigned, the affected employee shall be paid at (1) the entry level salary or wage rate for the position to which assigned; or (2) shall receive a salary/wage rate increase equal to the difference between the minimum salary/wage rate of the employee's permanent position and the minimum salary/wage rate of the position to which the employee is temporarily assigned, whichever shall be greater. To qualify for a salary adjustment, the temporarily assigned employee must be assigned to perform the duties of the position to which assigned for a period of five (5) consecutive working days or for ten (10) working days or more per fiscal year. Upon qualifying for a salary adjustment, the employee will be paid retroactively, at the higher rate of pay for all services rendered.

4. Any such out-of-title assignment beyond one (1) day shall require written approval of the vice president in charge of the area/work unit. In no event will the assigned employee be responsible for said approval.

D. CHANGES IN WORK SCHEDULE

The employer will notify affected employees, in writing (with a copy of said notice sent to the bargaining unit President), of any changes in their work day or work week no less than seven (7) days in advance of the effective date of the scheduled change. The foregoing shall not be utilized for punitive purposes and shall respect seniority

Under normal circumstances, temporary personnel shall not displace permanent non-competitive employees on their shifts or assignments. Generally, such displacement shall not continue beyond two months from date of reassignment.

E. CALL-IN

Employees directed (called-in) by the employer to begin their work day prior to their normal starting time, or directed to work on a day on which they are not normally scheduled to work, shall be compensated at the rate of one and one-half (1 1/2) times their normal salary rate per hour. On call-in, employees shall be guaranteed four (4) hours work or pay in lieu thereof, inclusive of shift differential, where applicable, unless called in less than four (4) hours prior to the commencement of their normal work day, in which event, the period of guarantee shall be reduced accordingly.

F. REST PERIOD

Two (2) rest periods each of fifteen (15) minutes duration, shall be scheduled by the employer within each shift of seven and one-half (7 1/2) or more hours duration or there shall be one (1) fifteen (15) minute rest period within each three and three-quarter (3 3/4) or four (4) hour work period.

Building maintenance workers and grounds personnel working at locations around the campus who return to Maintenance Building for their breaks will be allowed a total of five (5) minutes, in addition to the fifteen (15) minute break time to travel from their work locations to the Maintenance Building and to return to their work location.

ARTICLE X
LEAVES

A. ANNUAL LEAVE

1. Bargaining unit members will accrue Annual Leave as set forth in Exhibit V hereto.

2. New employees may not take vacation during the first three months of their employment.

3. Vacation leave may be accrued to a maximum of forty-five (45) days, except, however, when due to unusual circumstances, the College, the Union, and the bargaining unit member shall otherwise agree in advance, in writing.

4. Except as noted below, vacation leave may not be taken in advance of accrual.

EXCEPTION: When department limitations prevent employees from taking vacation during all or part of the month of August and, as a result (by application of the vacation accrual schedule set forth in Exhibit V hereof) employees are prevented from taking ten (10) consecutive days of vacation to which they might otherwise be entitled during the month of August, the College will advance such employee up to one (1)day of vacation provided they: (a) are full-time employees; and (b) have nine (9) or more, but less than ten (10) days of vacation accrued.

5. Vacation leave shall be scheduled to avoid departmental interruptions. In the event two or more employees submit conflicting vacation requests, the employee or employees with the longest term of continuous full-time service with the employer will be accorded choice of vacation dates.

6. Vacation leave may be taken in no less than one (1) hour units except when a vacation leave request is for three and one-half (3 1/2 hours).

7. Unless the College may require a lesser period, ten (10) days advance notice, in writing, shall be given by employees for the use of vacation accruals. If no notice to the contrary** is received by the employee at least seven (7) days prior to the vacation due date, the vacation is deemed to have been approved.

8. Upon request submitted one (1) month in advance of the first vacation day, bargaining unit employees may obtain, in advance, salary to be paid during a vacation leave where such vacation exceeds two (2) full weeks.

9. Under unusual circumstances, a bargaining unit member may carryover up to ten (10) days from the previous year that would result in a temporary new maximum accrual beyond the normal forty-five (45) days maximum. Such carryover vacation days must be utilized in the carryover year together with the new accruals since the maximum accrual will automatically revert to forty-five (45) days as of August 31 of the carryover year.

Requests for vacation carryover shall be made by the bargaining unit member to the immediate supervisor indicating the circumstances requiring carryover consideration. Requests shall be subject to the immediate supervisor's recommendation to the responsible vice president whose decision shall be final and binding. Carryover shall not be granted for consecutive years.

To qualify for carryover, employees shall take no less than three (3) weeks vacation per fiscal year.

*to the immediate supervisor
**from the immediate supervisor

B. SICK LEAVE

1. Eligible employees shall accrue sick leave each pay period according to their regularly scheduled work week as follows:

Length of Work Week	**Pay Period Accrual**
37.5 hours	4.33 hours
40.0 hours	4.62 hours

Maximum sick leave accruals for eligible employees shall be computed on the length of employee's regular work week as follows:

Length of Work Week	**Maximum Accrual**
37.5 hours	1425.0 hours
40.0 hours	1600.0 hours

2 An employee's return to work from sick leave may, at the employer's discretion, be subject to the prior approval of a College physician or the College's Director of Medical Services.

3. The employer may require such proof as may be considered satisfactory to justify the use of sick leave credits.

4. Sick leave may be used in units of not less than one-half (1/2) hour.

5. Except in emergencies and in instances of long-term illness, employees who are absent due to illness or disability or illness or disability of a member of their immediate family (see Section B.6. of this Article for the definition of immediate family) shall, on a daily basis, notify their supervisor or his/her designee, or their department head within two (2) hours of the start of their work day. In the event of an emergency, such notice shall be provided as soon as practicable.

6. Absences necessitated by personal illness, disability, visits to a doctor or dentist and/or illness in the immediate family (as used herein, immediate family is defined to include spouse, child, foster/stepchildren, parent, grandparent, foster parents and blood relatives residing in the same household) may be charged to sick leave; however, the use of sick leave credits for absences necessitated by illness or disability in the immediate family shall be restricted to absences occasioned by the need of the employee's service at home, and shall (other than in exceptional circumstances) be limited be limited to a total of fifteen (15) days in a calendar year.

7. Employees who, subsequent to the effective date of this Agreement, are not absent due to illness for any whole work day or portion of a work day for a period of 130 consecutive working days (six months) shall be accorded one (1) additional vacation day for each such period of non-absenteeism.

C. SICK LEAVE AT HALF-PAY

Employees, upon exhaustion of all leave accruals (annual leave, personal leave, and sick leave) and upon written verification of their total disability by a College physician or the College's Director of Medical Services, shall be entitled to extended sick leave at half-pay equal to four (4) weeks for each year of continuous full-time employment under a permanent appointment, to a maximum of twenty-six (26) weeks as follows;

Full Years of Employment	Maximum Half-Pay Benefits
1	4 weeks
2	8 weeks
3	12 weeks
4	16 weeks
5	20 weeks
6	24 weeks
6 1/2	26 weeks

Upon accrual and use of twenty-six (26) weeks which is the maximum half-pay benefit, there shall be no further accrual or use of this benefit during employment with the College.

D. PERSONAL LEAVE

1. Bargaining unit members shall be entitled to five (5) days of personal leave (37.5 hours or 40 hours depending on the length of the employee's regular work week) without loss of pay, to attend to matters of urgent personal business which cannot be deferred. Personal leave may also be utilized for purposes of religious holiday observance. Personal leave may not be used in conjunction with vacation to extend a holiday period or for part-time employment.

2. Personal leave is non-accruable and shall be credited in advance on a fiscal year basis and shall be pro-rated for academic year employees and for persons employed by the employer subsequent to the start of the fiscal year (September 1).

3. Except in emergencies, the taking of personal leave must be approved in advance, in writing, by the employee's immediate supervisor. In the event of an emergency, the employee must notify his/her immediate supervisor during the course of that work day.

4. Personal leave may be used in units of not less than one-half (1/2) hour.

5. At the end of the fiscal year, August 31, personal leave which has not been used will be credited to sick leave despite the accrual limit stipulation in Section B of this Article.

E. UNION LEAVE

1. On an annual basis, the employer shall grant a total of fifteen (15) days of time off without loss of pay for utilization by the President, Vice President, Secretary, Treasurer, and/or the four (4) designated work location representatives of the bargaining unit, as well as delegates to union conferences, conventions and/or delegate meetings. Such Union Leave may also be authorized for the designated individuals for the purpose of attending CSEA sponsored workshops and local union meetings. Prior to the taking of Union Leave, the above designated individuals shall notify their immediate supervisor, in writing, with a copy to the Director of Human Resources. Such written notification must be provided at least thirty (30) days prior to the start of the scheduled events designated in this section (conferences or conventions, CSEA sponsored workshops, or local union meetings), and as soon as known for delegate meetings.

2. An employee who is a member of the CSEA, Inc. Board of Directors shall be granted twelve (12) days leave per year without charge to accumulated credits to attend the Board of Directors meetings. CSEA. Inc. will reimburse the College the full cost resulting from the absence of the employee at such meetings.

F. HOLIDAYS

1. For the term of this Agreement, the following holidays shall be granted as days off with pay:

Labor Day
Thanksgiving Day
Friday After Thanksgiving
Day Before Christmas
Christmas Day
Day Before New Year's Day
New Year's Day
Good Friday
Monday Following Easter Sunday
Memorial Day
Independence Day
Two (2) Holidays Consistent with F.5 below

2. If and when the employer shall agree to Martin Luther King's Birthday as a holiday under a contract with any other College bargaining unit, such day shall in like manner become a holiday hereunder.

3. To qualify for the above holidays, employees:
A. Must have been in the employ of the employer no less than thirty (30) calendar days preceding the day of the holiday;
B. Excluding approved administrative leave, vacation leave, bereavement leave, compensatory time off, or verified sick leave (hospital receipt, doctor's statement), must have worked their regularly scheduled shift immediately preceding and immediately following the holiday.

4. Employees required to work on scheduled holidays will have their pay computed as follows:
A. Regular rate for normal work day;
B. One and one-half (1 1/2) times their regular hourly rate for all hours worked on the scheduled holiday; two (2) times their regular hourly rate for all hours worked on Thanksgiving, Christmas Day and New Year's Day.

5. If a listed holiday falls on a Saturday or on a Sunday, the previous Friday or the following Monday, respectively, shall be observed as the holiday; provided, however, that if such celebrated Friday or Monday is a scheduled student school day, then such a day will be credited as an additional vacation day to the employee who is required to work on such a day.

The College shall designate two (2) holidays as identified in F.I. above upon notice to employees on or before September 1 of the College year in which the holidays occur. Said alternate holidays shall be scheduled during the employees' regular work year. The College will consult with the Union prior to designating alternate holidays.

6. Employees not scheduled to work on the listed holidays (with the exception of the application of Section 5. above) shall have one (1) additional vacation day added to their annual vacation accrual for each holiday listed. Academic year employees described in Article VII, B. 1. shall not be eligible for such additional vacation where a holiday falls during a

period of non-assignment.

G. EMERGENCY CLOSINGS

Excluding Campus Security Officers, who shall normally be expected to work under any/all conditions, employees who are required to work at times that the College is closed due to adverse weather or other conditions shall, at the option of the employee, receive compensatory time off at one and one-half (1 1/2) times the hours worked or shall be compensated at their regular rate for a normal work day plus one and one-half (1 1/2) times their regular rate for all hours worked. In lieu of the compensation rate heretofore described, for hours worked when the College is closed due to adverse weather or other conditions. Campus Security Officers shall receive an annual stipend of $240.

Employees scheduled to work during the period of the closing (bereavement leave and Union leave are not scheduled work), and who, therefore, are prevented from working shall charge those hours not worked to "administrative leave." Administrative leave shall count as time worked.

Emergency closing procedures shall be set forth in this Exhibit VI hereto and incorporated herein. Situations resulting from deviation from these procedures by the College, misunderstanding of these procedures by employees and/or misinformation by radio station announcers shall not be subject to the grievance machinery of this Agreement.

H. JURY AND COURT APPEARANCES

1. In the event the presence of an employee is required for jury duty or court appearance(s) as a witness (not as a party except when alleged to be an agent of the College) in response to a subpoena, such time may be taken by the employee without loss of pay or charge to any leave accrual.

2. The employer may request documentation to substantiate an employee's jury duty or court appearance(s).

3. To qualify for jury duty or court appearance pay, all pending instances of jury dutyor court appearance(s) will be reported in advance to the Office of Human Resources immediately on receipt of notice thereof.

4. Active jury duty time shall be considered time worked, regardless of employee's regularly assigned hours.

I. BEREAVEMENT LEAVE

1. Eligible bargaining unit employees will be granted up to four (4) consecutive work days without loss of pay for a death occurring in the employee's immediate family (spouse, child, grandchild, foster/stepchild, parent, grandparent, sibling, mother-in-law, father-in-law, or any blood relative residing in the employee's immediate household). The first day of such leave

shall be the first work day immediately subsequent to the death of the family member.

2. In order for the payment of salary to be authorized, documentation validating the family member's death will be required and must be submitted along with the affected employee's timesheet covering the period in which the bereavement leave was taken.

J. LEAVE WITHOUT PAY

Leave without pay, limited to one (1) year, may be granted at the sole discretion of the College. Under usual circumstances, such written applications for leave without pay shall be sent to the Director of Human Resources at least sixty (60) days in advance of the planned commencement date. Absent an established termination date, employees granted such leaves shall notify the Director of Human Resources, in writing, concerning their intent to return to their previous position at least thirty (30) days prior to the termination of the leave.

K. MILITARY LEAVE

1. In accordance with Section 243 of Military Law, the employer will grant military leave without loss of pay to full-time eligible employees who, as members of Military Reserve or National Guard units, perform an ordered military tour of duty, to a maximum of thirty (30) days in any fiscal year.

2. Notice of an ordered military tour of duty will be reported to the employee's immediate supervisor and a copy of the orders for such duty will be sent to the Director of Human Resources to authorize payroll disbursement for the period of military leave. Verification of orders may be required.

ARTICLE XI
VOLUNTARY TERMINATION.
RETIREMENT. AND/OR DISMISSAL

A. VOLUNTARY TERMINATION (RESIGNATION)

1. Bargaining unit employees desirous of terminating their employment with the College may do so by submitting written notification thereof to the Director of Human Resources, with a copy to their immediate supervisor, at least ten (10) working days prior to the effective date of their termination.

2. Upon timely submission of required College termination documents, e.g. notice, checklist, final timesheet, employees shall receive payment of all terminal benefits at the end of the next full pay period following termination.

3. An employee absent from work without authorized leave for ten (10) consecutive work days shall be deemed to have resigned in accord with Section A. 1. of this Article.

B. RETIREMENT

1. For the term of this Agreement, the employer will continue to participate in the New York State Employees' Retirement System New Career Plan as described in Section 75-1 of the Social Security and Retirement Law of the State of New York.

2. a. A bargaining unit member eligible to and who does retire under his/her retirement program shall have the irrevocable option of applying the dollar value of his/her accumulated sick leave credited to an account for the purpose of paying his/her full premium cost of the College health insurance plan following retirement. To be eligible for this benefit, the retiring bargaining unit member must have completed a minimum of five (5) years of compensated full-time service at Hudson Valley Community College. Upon exhaustion of this account, the premiums for health insurance will be paid by the retiree.

b. In the event that a bargaining unit member who has exercised the option available under this section dies prior to exhausting the dollar equivalent of his/her sick leave accruals, the bargaining unit member's dependents theretofore covered (spouse and/or eligible children), if any, shall so long as eligible, continue to receive the College health insurance plan until the exhaustion of such account.

c. At the time of retirement the retiree may, at his/her further irrevocable option, have deducted from the dollar value of his/her accumulated sick leave a sum up to twenty percent (20%) of the dollar value of his/her accumulated sick leave and be paid the same; the balance as heretofore outlined constituting an account to cover payment of the retiree's health insurance premium.

d. A bargaining unit member eligible to retire under the conditions set forth in paragraph (a) not electing the options provided under paragraphs (a) or (c) hereof shall be entitled to a lump sum payment equal to the dollar value of fifty percent (50%) of his/her accumulated sick leave.

To be eligible for the lump sum payment under paragraph (d) at the time of retirement a bargaining unit member must have provided the Office of the President irrevocable notice of retirement or termination, by April 1 preceding the fiscal year in which retirement is to occur (e.g. April 1, 1989 for retirement to be effective during the period September 1, 1989 through August 31, 1990, etc.). Failure to provide such notice shall defer such -hm payment until one (1) year from date of retirement or termination.

3. In the event a bargaining unit member dies prior to retirement, at the irrevocable option of the spouse or estate representative of the deceased bargaining unit member, the dollar value of fifty percent (50%) of the deceased bargaining unit member's sick leave accruals on the date of his/her death may be paid in a lump sum to the spouse or estate of the deceased bargaining unit member; or the sum to which entitled (50% of the deceased bargaining unit member's sick leave accruals) may be credited to an account for the payment of the full premium cost of the College health insurance plan for the deceased bargaining unit member's surviving dependents as provided in paragraph (b) thereof.

C. DISMISSAL

1. Dismissal of a bargaining unit employee during the probationary period shall be upon ten (10) working days advance notice, or pay in lieu thereof.

2. Dismissed employees shall receive payment of terminal benefits (salary and unused vacation accruals) at the close of the work day on their final day of employment with the College.

3. The dismissal of a bargaining unit employee during the probationary period shall not oe subject to review under the grievance procedure provided for herein.

ARTICLE XII
EVALUATION

Bargaining unit members shall be evaluated prior to the completion of the probationary period and annually thereafter. Such evaluations shall emphasize the responsibilities associated with the employee's job classification (e.g. clerk, stenographer, building maintenance worker) and specific assigned tasks. The annual evaluation report shall be prepared in writing by the employee's immediate supervisor on forms developed by the employer for this purpose. Prior to the initial issuance of the evaluation forms and annually thereafter, the content and structure of such forms shall be discussed with the Union.

ARTICLE XIII
PROBATION. TENURE. LAY-OFF AND RECALL

A. PROBATIONARY PERIOD

The initial probationary period for bargaining unit employees in both the competitive and non-competitive and labor classes shall be no less than eight (8) weeks or more than twenty-six (26) weeks. An extended probationary period of more than twenty-six (26) weeks but not to exceed fifty-two (52) weeks may be required. Written notice of any such extended probationary period term shall be provided to the employee through distribution of the related payroll authorization.

B. TERMINATION AT THE CONCLUSION OF INITIAL PROBATIONARY PERIOD

The termination of employees at the conclusion of their initial or extended probationary period shall be upon ten (10) days advance notice (or pay in lieu thereof), in writing, and shall not be subject to the grievance procedure set forth herein.

C. TENURE

Bargaining unit members in the competitive, non-competitive and labor classifications, upon

successful completion of their probationary period, shall be granted tenure in accordance with Civil Service Law.

D. LAY-OFF AND RECALL

1. In the event of lay-off or the abolition of positions in the non-competitive and/or labor classifications, determinations as to which bargaining unit members shall be affected by such action shall be predicated solely on seniority, based on length of service with the College from the most recent date of hire.

2. In the event of lay-off or the abolition of competitive class positions, determinations as to which bargaining unit employees shall be affected by such termination shall be made pursuant to Rule XXVI of the Rensselaer County Civil Service Commission.

3. Employees who have completed the probationary period and who, therefore, hold permanent appointments affected by lay-off shall, for a period of four (4) years from the effective date of lay-off, be subject to recall based on the inverse order of appointment.

ARTICLE XIV
INSURANCE

A. MAINTENANCE OF PROGRAMS

For the term of this Agreement, the employer will provide to bargaining unit members those insurance programs set forth below. The benefit level for the employer-sponsored insurance plan shall be as described in the various plans. Descriptive literature on all available programs is available through the Office of Human Resources.

Blue Shield with Major Medical - Care Plus Capital Community Health Plan Long-Term Disability (TIAA-CREF) Dental Insurance Plan

The Dental Insurance Plan shall be equivalent to that which is now provided by the County of Rensselaer to other County employees. Improvements in the County plan if/when made will be made available to employees covered by this Agreement on September 1st next following approval of such plan improvements by the County Legislature.

B. In the event of a change of health insurance carriers or the election by the employer to self-insure any one or more of the coverages provided hereunder, such change shall be made only thirty (30) days notice to and subsequent consultation with the Union. The benefits thereafter provided by the new carrier or under a self-insured program shall be substantially equal to or better than the benefits provided by the coverage in effect at the time of such change.

C. Effective January 1, 1992, the prescription drug co-pay provision shall be One Dollar ($1.00) for a generic drug prescription and Six Dollars ($6.00) for a brand name drug prescription, except where a prescribed drug has no generic drug alternative, in which case the co-payment shall be Three Dollars ($3.00). The Major Medical deductible shall Joe One-

Hundred Dollars ($100.00) per individual and Three-Hundred Dollars ($300.00) per family.

D. EMPLOYER'S CONTRIBUTION TO PREMIUM COST OF HEALTH INSURANCE

1. The Employer shall contribute the dollar equivalent of one-hundred percent (100%) of the premium cost of individual health insurance coverage and eighty-five percent (85%) {adjusted pursuant to Section E hereof as follows: 9/1/85 - 82.6%; 1/1/86 - 80%; etc.} of the premium cost of the dependent health insurance coverage.

2. Employees employed as of and subsequent to 1 January 1986 shall contribute Ten Dollars ($10) per month toward the premium cost of their individual health insurance coverage and an additional Ten Dollars ($10) per month toward the premium cost of their dependent coverage in addition to that contributed by incumbent employees for the first three (3) years of their employment, following which the provisions of paragraph 1 above shall apply.

E. PREMIUM INCREASES IN DEPENDENT COVERAGE

The cost of any premium increase(s) in the dependent coverage portion of the health insurance shall be borne equally by the Employer and the Employee. If, however, the Employer effects a savings in the total cost of the health insurance covering bargaining unit personnel, such savings shall be applied as an offset to any increase(s) in the employee's contribution to the cost of dependent coverage as described herein.

F. PREMIUM CONTRIBUTIONS, CAPITAL COMMUNITY HEALTH PLAN

Those employees who elect health insurance coverage as provided by the Capital Community Health Plan (a federally qualified HMO) will pay all premium costs for participation therein which are in excess of the maximum premium cost paid by the College for participation in the health insurance program as are in effect upon ratification hereof.

G. Each employee (except employees whose spouses are also eligible for coverage) may elect to refuse participation in the Employer's Health Insurance Program and may provide for his/her own health insurance. Effective September 1, 1994, the Employer will place $50 in a trust account each month that the employee is eligible but does not elect coverage. The employee will receive the funds so accumulated by December 15 of each year or upon termination. An employee may elect to resume coverage the first of the month next following a minimum of three (3) business days notice.

H. HEALTH INSURANCE PROGRAM

The employee and his/her family will be covered to the end of the month in which they are removed from the payroll. Premiums paid by the employee in advance of this time will be refunded or applied to COBRA coverage where a qualifying condition exists, at the employee's discretion.

ARTICLE XV
MISCELLANEOUS PROVISIONS

A. COPIES OF AGREEMENT

The employer shall provide bargaining unit members with a copy of this Agreement, in booklet form, upon employment or within thirty (30) days of its ratification.

B. BARGAINING UNIT PAYROLL

Upon request, to a maximum of six (6) times in a fiscal year (September 1 - August 31) , a copy of the bargaining unit payroll shall be made available to the bargaining unit President.

C. LABOR/MANAGEMENT MEETINGS

The Vice President for Administration, or designee, shall meet at least on a monthly basis with Union representatives for the purpose of discussing matters of mutual concern.

D. EMPLOYEE PERSONNEL FILES

1. The employer shall maintain a personnel file for each bargaining unit member. Such file shall contain all records pertinent to the bargaining unit menber's employment with the employer and shall be located in the Office of Human Resources.

2. Bargaining unit members may review their personnel files in the presence of the Director of Human Resources, or designee, upon two (2) days advance notice and shall have the right to place in their file a response of reasonable length to anything contained therein which they consider to be of a derogatory nature. Employees who have evaluative material placed in their personnel files shall have such materials removed from their files when it has been determined by mutual agreement, through the grievance procedures herein contained, or by operation of law, that such material is invalid. Derogatory material shall be removed from an employee's file two (2)years from the date of placement therein.

E. TUITION WAIVER

1. Credit Courses.

a. Excluding temporary employees appointed for fixed terms of less than six (6) months, the employer agrees to waive tuition for up to eight (8) credit hours per semester for courses taken at Hudson Valley Community College by eligible full-time bargaining unit employees provided the courses have a direct relationship to the employee's current job or may lead to promotion within the employee's classified promotional ladder, or are required or are elective courses needed to complete degree requirements for employees who have matriculated or are working toward matriculation in a specific degree program. Part-time bargaining unit employees shall be eligible in direct proportion to hours worked, e.g. eighteen and one-half (18 1/2) hours per week yields eligibility for up to four (4) credit hours. Admission to courses under the tuition waiver program will be on a space available basis.

b. For the purpose of taking courses on the tuition waiver plan as described in paragraph "1 a."- of this section, bargaining unit members may designate any portion of their lunch hour to occur at any time during the normal hours of work, not to exceed one full hour. This designation shall be made in writing to the employee's immediate supervisor and will require the supervisor's concurrence prior to administrative approval of waiver. Should a supervisor reject a desired hour based on office/service needs, such rejection shall not be subject to the grievance procedure.

Restricted solely to the purpose described above, an employee may reduce the normal one-hour lunch to any proportion thereof.

c. Upon submission of written notice by June 1 preceding the start of the fall semester classes and by October 1 preceding the start of spring semester classes, employees within the CSEA bargaining unit will, to a maximum of four (4) credit hours per semester, be able to take credit bearing courses at Hudson Valley Community College during the normal work day and under the tuition waiver program if such courses are directly related to their job responsibilities and/or are required or elective courses needed to satisfy degree requirements, provided that such courses are not offered at times other than during the employees' work day.

2. Community Interest (Non-Credit) Courses.

On a space-available basis (as determined by the College), the employer will waive tuition for community interest (non-credit bearing) courses for full-time members of the bargaining unit who enroll for such courses. Denial of access to a Community Interest course shall not be subject to review under the grievance machinery hereunder.

3. Should written notice be submitted after June 1 or October 1, authorization for employees to take credit-bearing courses during the normal work day shall be at the discretion of the employee's immediate supervisor.

4. In the event two (2) or more requests are received from employees within the same office or work unit to take courses at the same time and if the effectiveness of the office or work unit would be significantly impaired or rendered ineffective by having both/all of these employees away from the office at the same time, to the extent that multiple, concurrent requests can be granted, the employee (s) with the longest term of continuous full-time service with the College will be accorded the preferred course time.

F. WORKERS COMPENSATION

Time charged by bargaining unit members for absences due to occupational injury or illness will be recredited at a rate equivalent to the statutory benefit level provided for under New York State Compensation Law upon the receipt by the College of reimbursement from the College/s insurance carrier.

G. ATTENDANCE AT COLLEGE-SPONSORED EVENTS

Consistent with the need to maintain all College functions anc services, attendance at College-sponsored public service and/or internal programs may be permitted. When permitted to attend such events during working hours, all unit attendees shall be treated in the same manner as to whether or not such time will be charged against a leave category.

H. VOLUNTEER FIREMAN/RESCUE MEMBERS

Full-time bargaining unit members who, as members of volunteer fire companies or rescue squad units, having responded to emergencies involving their company or squad prior to the start of their normal work day shall report for work as soon as possible following their involvement in the emergency. Under such circumstances, work time missed shall not be charged to any leave category nor shall a salary deduction be made. To be eligible for the waiver of time accrual or salary deduction, employees must file written verification of their emergency-related absence on forms provided by the employer. Such forms shall be submitted along with the employee's time card or record of attendance for the pay period during which the emergency occurred.

ARTICLE XVI
AMENDMENTS AND MODIFICATIONS OF AGREEMENT

The College and the Union may, by mutual agreement, enter into discussions related to the terms and conditions of employment and the method of administration of grievances arising thereunder. If such discussions lead to an agreement to add to, delete or modify any of the terms of this Agreement, such addition, deletion, or modification shall become effective as part of this collective bargaining agreement upon being reduced to writing and executed by the properly authorized representatives of the College and the Union.

ARTICLE XVII
GRIEVANCE PROCEDURE

A. PROCEDURE

The grievance procedures shall be as set forth in Exhibit VII as-annexed hereto and incorporated herein by this reference.

B. WORK LOCATION REPRESENTATIVES

The employer shall grant a reasonable amount of time to work location representatives when attendance by such representatives is essential to the processing of employee grievances. Such time may be taken only upon prior notice to and approval of the department head or designee. Within thirty (30) days of ratification of this Agreement, the Union shall provide the employer with the names of the various work location representatives. Such time shall also be granted the Union President or his/her designee when his/her attendance is required at grievances, arbitration or PERB hearings.

BEST COPY AVAILABLE

ARTICLE XVIII
TERM OF AGREEMENT

The term of this Agreement shall be from September 1, 1997 through and including the close of business on August 31, 2000, and thereafter from year to year unless either party gives notice, in writing, to the other party on or before February 1, 2000 or February 1 of any subsequent year of its desire to terminate or modify the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in the manner following:

HUDSON VALLEY COMMUNITY COLLEGE

By: Stephen M. Jurta
President

HUDSON VALLEY COMMUNITY COLLEGE BOARD OF TRUSTEES

By:
Chairman of the Board of Trustees

HUDSON VALLEY COMMUNITY COLLE UNIT OF LOCAL 842, CIVIL SERVICE EM ASSOCIATION, INC., LOCAL 1000, AFSC?

By:

By:

By:

COUNTY OF RENSSELAER

By:
County Executive

APPROVED AS TO FORM:

By:

BEST COPY AVAILABLE

EXHIBIT I
CONFIDENTIAL EMPLOYEES

The Union and College agree that the positions listed below are considered confidential and are exempt from the provisions of this Agreement. Any title change required by operation of Civil Service Law will not affect the excluded positions.

OFFICE OF THE PRESIDENT
Secretary to the President
Administrative Assistant
Secretary II

OFFICE OF THE VICE PRESIDENT FOR ADMINISTRATION
Secretary II
Data Analysis Coordinator I

OFFICE OF THE VICE PRESIDENT AND DIRECTOR OF THE E.O.C.
Secretary II

OFFICE OF THE CHIEF FISCAL OFFICER
Secretary II

OFFICE OF VICE PRESIDENT FOR STUDENT SERVICES
Secretary II

OFFICE OF VICE PRESIDENT FOR ACADEMIC AFFAIRS
Secretary II

OFFICE OF COMMUNITY RELATIONS
Secretary II

OFFICE OF THE DIRECTOR OF BUDGET
Budget Analyst

OFFICE OF DIRECTOR OF HUMAN RESOURCES
Personnel Technician
Secretary I
Information Processing Specialist

OFFICE OF THE DIRECTOR OF CENTRAL SERVICES
Principal Mail and Reproduction Clerk

OFFICE OF DIRECTOR OF PHYSICAL PLANT
Custodial Supervisor I
Grounds Supervisor I
Building Maintenance Supervisor I
Data Analysis Coordinator I
Stenographer II

EXHIBIT II
SALARY WAGE RATE AND LONGEVITY INCREASES

A. Salary Increases:

During the term of this Agreement, the annual salaries of eligible bargaining unit members will be increased as follows:

-- Effective September 1, 1997, the annual salary of each full-time unit member who is on the payroll on or before 8/31/97 (pro rata as to part-time unit members) shall be increased by three and one-half percent (3.5%).

-- Effective September 1,1998 - the annual salary of each full-time unit member who is on the

payroll on or before 8/31/98 (pro rata as to part-time unit members) shall be increased by three and one-half percent (3.5%).

-- Effective September 1.1999 - the annual salary of each full-time unit member who is on the payroll on or before 8/31/99 (pro rata as to part-time unit members) shall be increased by three and one-half percent (3.5%).

B. Wage Rate Increases:

During the term of this Agreement, the wage rates of eligible hourly paid bargaining unit members will be increased by the same percentages and at the same time as annual salaries are increased as set forth in Section A. hereof.

C. Longevity Increases:

During the term of this Agreement, eligible bargaining unit members shall receive longevity salary and wage rate increases based upon years of service with the employer as follows:

Effective September 1, 1994 and September 1, 1995

1	After five (5) years	$210 per annum .1073 per hour (37 1/2 hr. work week) .1006 per hour (40 hr work week)
2	After ten (10) years	$315 per annum .1609 per hour (37 1/2 hr. work week) .1509 per hour (40 hr work week)
3.	After fifteen (15) years	$365 per annum .1865 per hour (37 1/2 hr. work week) .1748 per hour (40 hr work week)
4.	After twenty (20) years	$420 per annum .2146 per annum (37 1/2 hr. work week) .2011 per hour (40 hr work week)
5.	After twenty-five (25) years	$420 per annum .2146 per annum (37 1/2 hr. work week) .2011 per hour (40 hr work week)

Effective September 1,1996

1	After five (5) years	$210 per annum .1077 per hour (37 1/2 hr. work week) .1010 per hour (40 hr work week)
2	After ten (10) years	$315 per annum .1615 per hour (37 1/2 hr. work week) .1514 per hour (40 hr work week)
3.	After fifteen (15) years	$365 per annum .1872 per hour (37 1/2 hr. work week) .1755 per hour (40 hr work week)
4.	After twenty (20) years	$420 per annum .2154 per annum (37 1/2 hr. work week) .2019 per hour (40 hr work week)
5.	After twenty-five (25) years	$420 per annum .2154 per annum (37 1/2 hr. work week) .2019 per hour (40 hr work week)

Longevity increases when paid become a permanent part of the employees' base salary or wage rate.

For the term of this Agreement, these longevity increases shall remain in place effective 9/1/97, 9/1/98 and 9/1/99 with the per hour calculation based on 261 work days for the 1997/98 and 1998/99 years, and 262 work days for the 1999/2000 year. These new calculations are listed on Page II (iii).

Effective September 1,1997 and September 1,1998 (261 days)

1	After five (5) years	$210 per annum .1073 per hour (37 1/2 hr. work week) .1006 per hour (40 hr work week)
2	After ten (10) years	$315 per annum .1609 per hour (37 1/2 hr. work week) .1509 per hour (40 hr work week)
3.	After fifteen (15) years	$365 per annum .1865 per hour (37 1/2 hr. work week) .1748 per hour (40 hr work week)
4.	After twenty (20) years	$420 per annum .2146 per annum (37 1/2 hr. work week) .2011 per hour (40 hr work week)

5.	After twenty-five (25) years	$420 per annum .2146 per annum (37 1/2 hr. work week) .2011 per hour (40 hr work week)

Effective September 1,1999 (262 days)

1	After five (5) years	$210 per annum .1069 per hour (37 1/2 hr. work week) .1002 per hour (40 hr work week)
2	After ten (10) years	$315 per annum .1603 per hour (37 1/2 hr. work week) .1503 per hour (40 hr work week)
3.	After fifteen (15) years	$365 per annum .1858 per hour (37 1/2 hr. work week) .1741 per hour (40 hr work week)
4.	After twenty (20) years	$420 per annum .2137 per annum (37 1/2 hr. work week) .2004 per hour (40 hr work week)
5.	After twenty-five (25) years	$420 per annum .2137 per annum (37 1/2 hr. work week) .2004 per hour (40 hr work week)

Longevity increases when paid become a permanent part of the employees' base salary or wage rate.

Exhibit III
Bargaining Unit Titles and Entry Level Salaries/Wages
For 12 Month Positions

		1%	*1%*	*1%*
Titles	***09/01/96***	***09/01/97***	***09/01/98***	***09/01/99***
Administrative Assistant	26,142	26,404	26,669	26,936
Aide, AV	17,943	18,123	18,305	18,489
Aide, AV, Senior	20,451	20,656	20,863	21,072
Aide, Editorial	23,282	23,515	23,751	23,989
Artist, Graphic	22,231	22,454	22,679	22,906

Auto Services Program Assistant	23.228	23.461	23,696	23,933
Assistant, Health Office	18,695	18,882	19,071	19,262
Assistant, Laboratory	22,231	22,454	22,679	22,906
Assistant, Laboratory, Senior	24,901	25,151	25,403	25,658
Athletic/Recreation Program Assistant	19,703	19,901	20.101	20,303
Clerk	16,926	17.096	17,267	17,440
Clerk, Senior	18,695	18,882	19,071	19,262
Clerk, Principal	21,722	21,940	22,160	22,382
Clerk, Account	18,695	18,882	19,071	19,262
Clerk, Account Senior	21,227	21.440	21,655	21,872
Clerk, Account Senior Payroll	22,737	22,965	23,195	23,427
Clerk, Account, Principal	24,246	24,489	24,734	24,982
Clerk, Mail and Supply	17,179	17,351	17,525	17,701
Clerk, Stores	17,179	17,351	17,525	17,701
Clerk, Stores, Senior	19,966	20,166	20,368	20,572
Clerk, Stores, Senior Inventory	22,231	22,454	22,679	22,906
Clerk, Stores, Principal	27,264	27,537	27,813	28,092
ClerkTypist	17,433	17,608	17,785	17,963
Clerk/Typist, Account	18,015	18.196	18,378	18,562
Clerk/Typist, Account, Senior	20,197	20.399	20,603	20,810
Coordinator Data Analysis Trainee	18,870	19,059	19,250	19,443
Coordinator Data Analysis I	22,107	22,329	22,553	22,779
Coordinator Data Analysis II	24,500	24,745	24,993	25,243
Coordinator Intramural Programs	23,747	23,985	24,225	24,468
Development/Alumni Aff. Program Assistant	21,355	21,569	21,785	22,003
Engineer, Stationary	29,053	29,344	29,638	29,935
Engineer, Stationary, Senior	34,739	35,087	35,438	35,793
Illustrator, Graphic	22,732	22.960	23,190	23,422
Information Processing Specialist, Trainee	18,187	18,369	18,553	18,739
Information Processing Specialist	21,305	21.519	21,735	21,953

Information Processing Specialist, Senior	23,612	23.849	24,088	24,329
Inventory Control Specialist	24,850	25,099	25,350	25,604
Keyboard Specialist	17,179	17,351	17,525	17.701
Messenger	17,179	17,351	17,525	17,701
Officer, Campus Safety	27,805	28,084	28,365	28,649
Officer, Campus Security	23,492	23,727	23,965	24,205
Operator, AV Equipment	19,873	20,072	20,273	20,476
Operator, Computer	27,784	28,062	28,343	28,627
Operator, Computer, Senior	30,316	30,620	30,927	31.237

Exhibit III
Bargaining Unit Titles and Entry Level Salaries/Wages
For 12 Month Positions Continued..

		1%	*1%*	*1%*
Titles	***09/01/96***	***09/01/97***	***09/01/98***	***09/01/99***
Operator, Data Entry	19,703	19,901	20,101	20,303
Operator, Language Lab	19,966	20,166	20,368	20,572
Operator, Printing Machine	19,966	20,166	20,368	20,572
Operator, Telephone	17,435	17,610	17,787	17,965
Payroll Clerk	22,737	22.965	23,195	23,427
Photographer	22,732	22,960	23,190	23,422
Printer, Offset	25,444	25,699	25,956	26,216
Programmer, Computer	30,316	30,620	30,927	31,237
Secretary I*	21,724	21,942	22,162	22,384
Secretary II*	24,185	24,427	24,672	24,919
Stenographer	18,187	18,369	18,553	18,739
Stenographer, Senior	19,703	19,901	20.101	20,303
Stenographer, Principal	22.732	22,960	23,190	23,422
Supervisor, Athletic/Recreation	23,642	23,879	24,118	24,360

Supervisor,AthleticProgram Services	26,378	26,642	26,909	27,179
Supervisor, Graphics	30,957	31,267	31,580	31,896
Supervisor, TV Center	27,784	28,062	28,343	28,627
Technician, AV	25,262	25,515	25,771	26,029
Technician, AV, Senior	26,523	26,789	27,057	27,328
Technician, Electronics	22,231	22,454	22,679	22.906
Technician, Graphics	28,145	28,427	28,712	29,000
Technician,Engineering, Senior	26,523	26,789	27,057	27,328
Technician, TV Center	25,262	25,515	25,771	26,029
Technician, TV Center, Senior	28,293	28,576	28,862	29,151
Typist	17,179	17.351	17,525	17,701
Typist, Senior	18,187	18.369	18,553	18.739
Typist, Principal	21,227	21,440	21,655	21,872
Carpenter	12.6180	12.6954	12.8224	12.9012
Electrician	12.6180	12.6954	12.8224	12.9012
Electrician, Senior	14.6368	14.7266	14.8739	14.9654
Groundskeeper	8.5925	8.6452	8.7317	8.7854
Mason	12.6180	12.6954	12.8224	12.9012
Mechanic, Air/Heat/Refrig.	16.6268	16.7288	16.8961	17.0000
Mechanic, Automobile	11.7635	11.8357	11.9541	12.0276
Mechanic, Automobile, Senior	13.6857	13.7696	13.9073	13.9928
Operator, HeavyMotor Equipment	10.4819	10.5462	10.6517	10.7172
Operator, Light MotorEquipment	9.2335	9.2902	9.3832	9.4409
Painter	12.6180	12.6954	12.8224	12.9012
Superisor II, Building Maintenance	13.1273	13.2078	13.3399	13.4219
Supervisor II, Custodial	11.1223	11.1905	11.3025	11.3720
Supervisor II, Grounds	11.7635	11.8357	11.9541	12.0276
Technician, HVAC	18.2894	18.4016	18.5857	18.7000
Worker, Building Maintenance	11.1229	11.1911	11.3031	11.3726
Worker, Custodial	8.5925	8.6452	8.7317	8.7854

Worker, Custodial, Special Assignment	9.1434	9.1995	9.2915	9.3486

*Required stenographic assignment within these titles has an additional stipend payment of $1,018 eff. 9/1/97, $1,028 eff. 9/1/98 and $1,038 eff. 9/1/99.

Exhibit III
Bargaining Unit Titles and Entry Level Salaries
(Actual Earnings)
For 10 Month Positions

(Salaries are approximations based on 214 work days plus 12 paid holidays for a 10 month obligation of 226 days)

		1%	1%	1%
Titles	***09/01/96***	***09/01/97***	***09/01/98***	***09/01/99***
Aide, AV	15,537	15,693	15,850	16,009
Assistant, Health Office	16,188	16,350	16,514	16,680
Clerk	14,656	14,803	14,952	15,102
Clerk, Senior	16,188	16,350	16,514	16,680
Clerk, Account	16,188	16,350	16,514	16,680
Clerk/Typist, Account, Senior	17,489	17,664	17,841	18,020
Information Processing Specialist	18,448	18,633	18,820	19,009
Stenographer	15,748	15,906	16,066	16,227
Stenographer, Senior	17,061	17,232	17,405	17,580
Typist	14,875	15,024	15,175	15,327
Typist, Senior	15,748	15,906	16,066	16,227

EXHIBIT IV
CLOTHING ALLOWANCE

For the purpose of purchasing and/or the cleaning of any and all clothing necessary for working out of doors in inclement and/or winter weather, automotive mechanics, groundskeepers, Supervisor II/Grounds, Supervisor H/Custodial, light and heavy motor equipment operators, building maintenance workers. Supervisor II/Maintenance, mason, electrician, ACR mechanic and stationary engineer in the employ of the employer upon the effective date of this Agreement shall be paid an annual stipend as follows:

Fiscal Year	Amount
1988-89	$123 *
1989-90	$130
1990-91	$138

*Stipend to be paid in two equal checks on the first pay day subsequent to ratification hereof or on September 1, whichever be the latter, and in January.

2. Automotive mechanics, groundskeepers, Supervisor II/Grounds, Supervisor II/Custodial, light and heavy motor equipment operators, building maintenance workers. Supervisor II/Maintenance, mason, electrician, ACR mechanic and stationary engineer employed subsequent to the effective date hereof, for the purposes stipulated in paragraph D-1 of this Exhibit in the fiscal year in which employed, shall be paid the appropriate pro rata share of the clothing allowance based on length of service between the date of employment and August 31st or $75.00 whichever shall be the greater amount. Payment shall be made by separate check at the conclusion of the employee's probationary period or August 31st, whichever date shall occur first. Clothing stipend payment(s) for years of employment subsequent to the year in which employed shall be paid in accordance with the schedule stipulated in Section D-1 of this Exhibit.

EXHIBIT V
ANNUAL LEAVE (VACATION) ACCRUALS EXPRESSED IN HOURS AND DAYS

Thirty-seven and one-half (37 1/2) Hour per week Employees*

Full Year(s) of Employ	Per Pay Period	Annual Accrual	Maximum Accrual
1	2.88 hrs.	75 hrs/10 days(2)	75 hrs/10 days(2)
2	2.88 hrs.	75 hrs/10 days	150 hrs/20 days
3	3.17 hrs.	82.5 hrs/11 days	232.5 hrs/31 days(3)
4	3.46 hrs	90 hrs/12 days	300.0 hrs/40 days(3)
5	3.46 hrs.	90 hrs/12 days	337.5 hrs/45 days(3)
6	4.33 hrs.	112.5 hrs/15 days	337.5 hrs/45 days(3)
7	4.33 hrs.	112.5 hrs/15 days	337.5 hrs/45 days(3)
8	4.90 hrs	127.5 hrs/17 days	337.5 hrs/45 days(3)
9	5.48 hrs.	142.5 hrs/19 days	337.5 hrs/45 days(3)
10	5.77 hrs.	150 hrs/20 days	337.5 hrs/45 days(3)
11 or more	6.35 hrs.	165 hrs/22 days	337.5 hrs/45 days(3)

Forty (40) Hour per week Employees*

Full Year(3) of Employ.	Per Pay Period	Annual Accrual	Maximum Accrual
1	3.08 hrs	80 hrs/10 days(2)	80 hrs/10 days
2	3.08 hrs	80 hrs/10 days	160 hrs/20 days
3	3.38 hrs.	88 hrs/11 days	248 hrs/31 days(3)
4	3.69 hrs	96 hrs/12 days	320 hrs/40 days(3)
5	3.69 hrs	96 hrs/12 days	360 hrs/45 days(3)
6	4.62 hrs.	120 hrs/15 days	360 hrs/45 days(3)
7	4.62 hrs.	120 hrs/15 days	360 hrs/45 days(3)
8	5.23 hrs.	136 hrs/17 days	360 hrs/45 days(3)
9	5.84 hrs	152 hrs/19 days	360 hrs/45 days(3)
10	6.15 hrs	160 hrs/20 days	360 hrs/45 days(3)
11 or more	6.77 hrs.	176 hrs/22 days	360 hrs/45 days(3)

* Part-Time Employees regularly scheduled .to work eighteen and one-half (18 1/2) hours or more per week in departments where full-time employees have a thirty-seven and one-half (37 1/2) hour work week or twenty (20) or more hours in departments where full-time employees have a forty (40) hour work week shall receive the pro rata share of annual (vacation) leave accruals set forth in the chart.

(2) No annual leave may be taken during the first three (3) months of employment. Except as noted in Article X, Section A-4, in order tor a first-year employee to take ten (10) uninterrupted days of vacation, such leave would have to be taken, if approved, during the fifty-first (51st) and fifty-second (52nd)weeks of employment.

(3) See Article X, Section A-3 for amplification.

EXHIBIT VI
EMERGENCY CLOSING PROCEDURES

Periodically, due to extreme weather conditions or other emergencies, it may be necessary for the College to cancel classes or to cease operations completely. When such situations develop, the College will have two codes; they are:

1. CLASSES ARE CANCELLED- this means that students and faculty should not report to the campus. ALL OTHER EMPLOYEES ARE EXPECTED TO REPORT TO WORK.

2. COLLEGE IS CLOSED - ALL EMPLOYEES ARE EXCUSED FROM WORK EXCEPT Campus Security Officers and those personnel designated by the President of the College or

designee to maintain or restore College operations.

Area radio stations (WTRY, WROW, WPTR, WGY, WOKO, WFLY) will be notified of the decision to either cancel classes or to close the College. Be aware that radio stations most often group school announcements and might misrepresent the intent of the President or his/her designee. It is, therefore, suggested that all personnel call the College Public Safety Office 629-7210, or their supervisor, where they will receive the exact information. Misunderstandings of the announced radio message will not be considered excused leave and such time taken will be chargeable to leave accruals.

When extreme weather conditions develop during the day, notification of the cancellation of classes or the closing of the College will be sent to all administrative units by either telephone or messenger.

When the College is "closed" for a portion of a day or for, an entire day, employee time off shall be recorded as "Administrative Leave" (AL); such leave is not charged against any leave category.

If "classes are cancelled" and an employee chooses not to report for work, or to leave work prior to the end of his/her normal work day, time missed in such circumstances will be charged to personal or annual leave.

Under emergency conditions, the President and/or his designee may designate closure, cancellation and/or suspension of activities within specific buildings or portions thereof. The College will attempt to relocate the work area of employees under such circumstances but if c relocation is not judged possible for all impacted employees, those employees not relocated shall be granted administrative leave.

EXHIBIT VII
GRIEVANCE PROCEDURE

DECLARATION OF PRINCIPLE

Every bargaining unit employee shall have the right to grievance in accordance with the procedure provided herein have the right to be represented at all stages of the procedure.

SUBJECT MATTER

A grievance shall mean any violation, misinterpretation or inequitable application of this Agreement, administrative order 01 work rules of the College or a department thereof, or any .condition of employment which relates to or involves the employee or employees.

DEFINITIONS

"Aggrieved" - shall mean any person or persons within the negotiating unit employed by the employer and shall include the Union.

"Immediate Supervisor" - shall mean the next higher level of authority above the aggrieved in the department wherein the grievance exists.

"Department" - shall mean an office or subdivision of the employer presently or hereafter designated. Each bargaining unit employee shall be assigned to a department.

"Department Head" - shall mean that person designed by the employer as head of a department.

"Vice President for Administration" - shall mean that person filling such employer office.

"Tine Limits" - shall mean the number of days for the processing of a grievance.

"Days" - shall mean the work days.

"Decisions" - shall mean the ruling, determination, report or disposition made at any step of the procedure.

GENERAL PROVISIONS

1. Time limits for presentation and resolution of grievances may be extended only by mutual agreement of the parties.

2. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, the representative of the aggrieved and the Union within the specified time limits shall permit the lodging of an appeal to the next stage of the procedure within five (5) days after the expiration of the period which would have been allotted for appeal had the decision been communicated by the final day.

3. The various stages of this procedure shall, so far as practicable, be conducted during regular hours.

REPRESENTATION

1. Representation at any step in the procedure shall be limited to the aggrieved in his/her own behalf; the Union or the work location representative designated by the aggrieved. The Union shall be entitled to be present at all stages of the grievance anc arbitration procedures.

2. The Union shall further provide the name of the individual to whom a record of all decisions is to be forwarded.

3. . The employer shall give reasonable notice as to dates for hearings or meetings.

INFORMAL STAGE

Any employee who claims to have a grievance is encouraged to orally present the same to the immediate supervisor as soon after the occurrence of the event giving rise to the grievance as is practical so that, if possible, the same be expeditiously resolved on an informal basis.

STAGE 1:

1. A grievance must be presented to the immediate supervisor in writing within ten (10) days after the grievance occurs or becomes known. The written grievance must be accompanied by a proposed remedy.

2. The immediate supervisor shall discuss the grievance on an informal basis and take whatever investigative action he/she deems appropriate.

3. Within ten (10) days after the presentation of the grievance, the immediate supervisor shall deliver a written decision to the aggrieved and the Union.

STAGE 2:

1. If the aggrieved is not satisfied with the decision made by his/her immediate supervisor, he/she may, within ten (10) days thereafter, request a review and determination of the grievance by the Vice President for Administration. Such request must be in writing, contain a statement as to the specific nature of the grievance and the decision of the supervisor. Such request shall be served upon both the Vice President for Administration and the immediate supervisor to whom the grievance was originally presented.

2. Within two (2) days after receipt of request for review, the Vice President or his/her designee shall schedule a pre-hearing conference with the grievant and other parties in interest for the purpose of again attempting to resolve the grievance informally.

3. If the grievance is not resolved as a result of the pre-hearing conference, the Vice President or his/her designee shall commence a hearing on the matter within ten (10) days of the date of the pre-hearing conference. A written decision on the grievance matter shall be rendered within ten (10) days after the conclusion of the hearing by the Vice President or his/her designee.

ARBITRATION:

1. If the Union is not satisfied with the decision at the conclusion of Stage 2, the Union may submit the matter to arbitration by written submission to the American Arbitration Association with a copy to the Vice President for Administration within fifteen (15) days of the receipt of the decision at Stage 2.

2. Intent to arbitrate shall be initiated by the aggrieved or the employer making written application to the American Arbitration Association for the appointment of an arbitrator and serving written notice of such application upon the other party. The Rules of the American

Arbitration Association shall thereafter apply in the selection of an arbitrator and all matters relating to the conduct of a hearing.

3. The fees and expenses of the arbitrator shall be borne equally the employer and the Union.

4. The arbitrator shall have no power to add to, subtract from, or modify the provisions of the contract in arriving at a decision of the issue presented and shall confine his decision- solely to the application and interpretation of the contract.

5. The award of the arbitrator shall be final and binding.

EXHIBIT VIII
INSURANCE

Health Insurance Committee:

The parties mutually agree to support the introduction of non-equivalent, less costly health insurance options for implementation by January 1. 1995. This objective shall be accomplished as follows:

A. The Unit and College shall each name three (3) members to a joint Alternative Health Insurance Program Committee to review less costly, non-equivalent options to current health insurance plans and shall recommend such options to the President of the College by October 1, 1994 for the President's final decision on what options to make available.

B. The College/Unit member share of total premium costs for any new options shall be at the College/Employee contribution percentage effective January 1, 1995 for current health insurance plans.

C. No current or new unit member shall have any obligation of changing to or electing coverage in any new health insurance options that become available January 1, 1995.

D. All changes to an elected option shall occur only during the open period as declared by the College.

E. In the absence of a Committee majority recommendation to the President for alternative health insurance options by October 1, 1994, the options reviewed by the Committee shall be forwarded to the President for a final selection decision as to which options will be offered by January 1, 1995.

EXHIBIT IX*
SHIFT DIFFERENTIAL - BUILDING MAINTENANCE WORKERS

1. Restricted to the sole purpose of establishing and maintaining appropriate compensation, three (3) shifts are established for the deployment of Building Maintenance Workers:

First Shift:	7:00 A.M. to 3:30 P.M.
Second Shift:	3:00 P.M. to 11:30 P.M.
Third Shift:	12:00 Midnight to 8:30 A.M.

2. The shift differentials associated with these shifts are as follows:

First Shift:	Zero
Second Shift:	$0.58/hour
Third Shift:	$0.70/hour

3. The assignment of Building Maintenance Workers to other schedules as the workload demands shall be compensated in accord with the agreed upon practice with Custodial Workers: hours of work overlapping a shift with an established differential shall be compensated at that differential.

4. Other contractual provisions governing shift differential for Custodial Workers shall not apply to Building Maintenance Workers. Reassignment to a shift associated with a smaller differential shall be compensated at that smaller differential.

5. The practice of bidding on shift assignments based on seniority shall not prevail for Building Maintenance Workers. Assignments will be made by management based on it's assessment of workload and required skills to successfully perform the work. If the skills of the staff are equal with respect to the work to be performed, seniority shall be respected in assignment to the new shifts.

6. This memorandum shall be effective on July 31 1995.

*Text numbers 1-6 from a Memorandum of Agreement between the parties dated and approved November 21, 1995.